

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

Indianapolis, IN

IRVIN'S INTERSTATE BRICK &
BLOCK COMPANY, INC.
Employer

and

Case 25-RC-10242

COAL, ICE, BUILDING MATERIAL,
SUPPLY DRIVERS, RIGGERS, HEAVY
HAULERS, WAREHOUSEMEN AND
HELPERS, TEAMSTERS LOCAL UNION NO. 716,
a/w INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, AFL-CIO
Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held on July 23 and 27, 2004, before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board, to determine an appropriate unit for collective bargaining.¹

I. ISSUES

Coal, Ice, Building Material, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Teamster Local Union No. 716, a/w International Brotherhood of Teamsters,

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- ¹ Upon the entire record in this proceeding, the undersigned finds:
- a. The hearing officer's rulings made at the hearing are free from error and are hereby affirmed.
 - b. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
 - c. The labor organization involved claims to represent certain employees of the Employer.
 - d. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

AFL-CIO (herein referred to as the "Petitioner" or the "Union") seeks to represent a unit of production, yard, and truck driver employees employed by Irvin's Interstate Brick & Block Company, Inc. (herein referred to as "Interstate Block" or the "Employer") at its Indianapolis, Indiana facility, including laborers, yardmen, machine operators, drivers, haul-out workers, and forklift operators. The Petitioner asserts that these employees comprise an appropriate unit for collective bargaining purposes.

However, the Employer asserts that the only appropriate unit consists of employees employed at its Indianapolis facility, as well as individuals employed by its sister company, Irvin's Concrete Products, LLC (herein referred to as "Concrete Products") located in Lafayette, Indiana. The Employer further asserts that any appropriate bargaining unit must also include the job classification of mechanic, which exists at both companies. The Petitioner contends that its petitioned unit is appropriate, and that the employees of Concrete Products as well as the Employer's mechanics need not be included.

II. DECISION

For the reasons discussed in detail below, including the fact that the Employer and Concrete Products are two distinct legal entities whose facilities each enjoy substantial local autonomy; whose employees experience separate supervision and lack employee interchange and contact; whose facilities are located over sixty (60) miles apart; and who lack any history of joint collective bargaining, it is concluded that a unit consisting of production, yard and truck driver employees employed by the Employer at its Indianapolis facility constitutes an appropriate bargaining unit. It is also concluded, due to their lack of community of interest, that mechanics at this facility shall not be included in the unit found appropriate herein.

The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full time and regular part-time production (plant), maintenance, yard, and truck driver employees, including all laborers, yardmen, haul-out workers, machine operators, forklift operators, and dump truck drivers² employed by Irvin's Interstate Brick & Block Company, Inc., at its Indianapolis, Indiana, facility; BUT EXCLUDING all mechanics, office clerical employees, guards and supervisors³ as defined in the Act, and all other employees.

² Although dump truck drivers are not specifically identified by the Petitioner in its election petition, there was testimony at hearing that the Employer considers them production employees, and there is no dispute that the dump truck drivers are appropriately included in the bargaining unit found appropriate herein.

³ The parties did not stipulate at hearing concerning classifications which they deemed supervisory within the meaning of Section 2(11) of the Act. However, the supervisory status of the following positions was not contested by any party, and the evidence is sufficient to establish that the following classifications (and the individuals currently occupying them) are supervisors within the meaning of Section 2(11) of the Act because they possess either the authority to hire,

The unit found appropriate herein consists of approximately 31 employees for whom no history of collective bargaining exists.

III. STATEMENT OF FACTS

A. The Corporate Entities Involved

1. Irvin's Interstate Brick & Block Company, Inc.

James "Gary" Irvin is the majority shareholder, Chairman of the Board of Directors, and Chief Executive Officer of Interstate Block. Irvin has owned the company since 1984. Marty Palmer is the company's Secretary and Treasurer, and Wayne Miller is its President. Gregory Hatfield is Vice President of Plant Operations. Paula Pearson is also a Vice President. Interstate Block operates a single facility consisting of two production plants located on the same premises in Indianapolis, Indiana.

2. Irvin's Concrete Products, LLC

James "Gary" Irvin is also the owner (and therefore managing member) of Concrete Products. Irvin purchased Irvin's Concrete Products & Supply Company, Inc., from his father in May 2000, and subsequently changed its corporate structure to that of a limited liability company. Gregory Hatfield occupies a position comparable to Vice President of Plant Operations for Concrete Products, as he does for Interstate Block. The company's General Manager is Ed Pearson, who oversees the day-to-day operations of the company. Concrete Products operates a single facility consisting of one production plant in Lafayette, Indiana, which is about 66 miles from the Interstate Block facility.

3. Irvin's Trucking Company, Inc.

Irvin's Trucking Company, Inc., was created by James "Gary" Irvin in the late 1980s. Irvin is the company's sole owner and serves as its President, Secretary, and Treasurer. The company was created to avoid liability for Interstate Block (and later also for Concrete Products), and to create savings on sales tax. The company hauls material solely for Interstate

and/or to discipline, to effectively recommend discipline, and/or to responsibly direct employees:

| | | |
|--------------------|---|---|
| James "Gary" Irvin | - | Majority Shareholder, Chairman of the Board and CEO |
| Wayne Miller | - | President |
| Gregory Hatfield | - | Vice President of Operations |
| Jerry Powers | - | Plant Superintendent |
| James Bylsma | - | Dispatcher |

Block and Concrete Products, and does not perform services for any other company. Further, Irvin's Trucking Company does not have any employees, utilizing instead drivers employed by Interstate Block and Concrete Products to operate its trucks.

B. The Nature Of the Businesses of Interstate Block and Concrete Products

Interstate Block and Concrete Products are separate independent businesses. Each has its own facility and equipment, and its own workforce, including administrative, sales, secretarial, mechanics, production employees, and truck drivers. Accounting functions for each company are independent and each maintains its own customers and financial records. With the exception of shared molds, each company utilizes its own vehicles, equipment and machinery. With the exception of one potential unit member (a maintenance employee discussed later), no sharing of rank-and-file employees exists between the businesses.

Both companies are engaged in similar businesses. Each manufactures and sells concrete lightweight and architectural block, and distributes several types of brick which are purchased from other vendors. The block products are made utilizing molds to form concrete into desired shapes. Customers can either pick up orders from the companies at the facilities, or the companies will deliver finished products directly to customers at construction sites, residences, or other locations designated by the customer, through the use of Irvin's Trucking Company.

1. The Operations of Interstate Block

At its Indianapolis facility, Interstate Block employs a total of approximately 56 individuals, including administrative, managerial, secretarial, sales and production personnel. The Company's Vice President of Operations oversees all facets of the production process, and a Plant Superintendent reports directly to him. The Plant Superintendent oversees the day-to-day operations of the two production plants. The facility is comprised of two buildings, denoted as Plant 1 and Plant 2. Both plants contain production areas and in addition, Plant 2 houses a garage area in which the Company's mechanics work. Included within the petitioned unit are approximately 12 employees engaged in the production process, including nine plant laborers (which may include some forklift operators), one plant machine operator, one plant dump truck driver, and one other plant employee whose production classification was not identified in the record. There are also seven yardmen (who include some forklift operators) and 11 truck drivers, all of whom are supervised by a Dispatcher. The Dispatcher issues the yardmen and drivers their daily work assignments and oversees their work. Interstate Block also employs five mechanics (including a "head mechanic") whom the Petitioner does not seek to represent. The mechanics are supervised by the head mechanic and work in a garage area. A part-time maintenance employee also maintains and repairs production equipment at both Interstate Block and Concrete Products. Interstate Block has approximately 300 customers.

There is little record evidence concerning the actual production process involved in the manufacture of concrete block. However, it is clear that production/plant employees are engaged in the manufacture of the architectural and other block that the Company manufactures. Some of these production employees operate production equipment, while others are involved in less skilled tasks such as sweeping the floor. The production staff is supervised by Plant

Superintendent Jerry Powers who reports to Vice President of Operations Gary Hatfield. After product is manufactured, it is transported to the outdoor yard (which is located on-site) by forklift operators. Yardmen assist the truck drivers and visiting customers locate the appropriate orders of completed block, and load the product onto trucks for delivery (or to be transported by the customer himself). Products are transported on flatbed trailers or boom trucks by truck drivers to customers at designated sites, and may involve unloading products from the trucks at the delivery sites using small forklifts called "Moffetts." The drivers (and yardmen) are supervised by Dispatcher James Bylsma who assigns and oversees their work.

The mechanics at Interstate Block repair and maintain the company's trucks and forklifts. The mechanics work in a garage located in Plant 2, which is comprised of three bays and a tool room. When vehicles malfunction or are otherwise in need of repair, the vehicle operator (who could be a forklift operator or a truck driver) may describe the problem to a mechanic (or head mechanic) so that the problem can be diagnosed and repaired. The mechanics report to head mechanic Roger Terry who is supervised by owner Gary Irvin. The mechanics record their work time on a time clock different from those used by production employees. Lunchrooms are available in the two production plants as well as the garage area, and there is little evidence of mingling between the various classifications of employees during lunch or break times. The mechanics remain in their area and production employees remain in the plants. The production employees and mechanics share a common restroom, however.

All potential unit members at Interstate Block are paid on an hourly basis, with the mechanics earning the highest range of wages, between \$15.50 and \$17.50 per hour. Production employees' wages range between \$10.30 and \$17.50 per hour (with the machine operator earning a wage at the highest end of the scale), while truck drivers earn between \$11.50 and \$15.70 per hour, and yardmen earn between \$10.00 and \$14.50 per hour.

2. The Operations of Concrete Products

Concrete Products employs a total of approximately 21 individuals at its Lafayette facility, including managerial, administrative, sales, secretarial and production staff. Its day-to-day operations are overseen by a General Manager who is responsible for all facets of its operations. Reporting to the General Manager is a Production Superintendent who supervises employees engaged in the production process. There are approximately five production employees (including three general production employees), one of whom occupies the classification of precaster, and another who is dump truck driver. A yardman and four truck drivers also work at the facility, and they are supervised by a Dispatcher. Concrete Products employs a single mechanic and the same part-time maintenance employee who works at Interstate Block also performs equipment repair and maintenance for Concrete Products. Concrete Products has approximately 100 customers. The work performed by the employees in the various classifications at Concrete Products is similar to, if not the same as, the work performed by their counterparts at Interstate Block. In addition to manufacturing the same block as Interstate Block, Concrete Products produces two additional products: concrete car stops such as those used as barriers in parking lots, and concrete pavers which are used in applications such as patio floors. The wage ranges of employees at Concrete Products are similar to those at

Interstate Block, although the record indicates that the wages of Concrete Products' employees may be slightly lower.

3. Shared Resources and Cooperation Between Companies

As mentioned previously, both companies share molds, and there is also a coordination of production schedules. Interstate Block's Vice President of Operations coordinates production schedules for both facilities. For example, if Concrete Products, the smaller company, needs a particular product to be manufactured, and if Interstate Block is already running that product, Concrete Products will request that an additional quantity of block be manufactured and shipped to its facility. On other occasions, primarily for logistical reasons (e.g. to save gas and other transportation costs), the two companies may transfer orders between them so that the facility closest to the delivery site will be the one to manufacture and deliver the customer's order. In such a situation the customer will sometimes be billed by the facility where the order was placed, while on other occasions the facility that actually produced the product will bill the customer. In other instances, one of the facilities will be the sole producer of a particular product. For example, since Concrete Products is the sole producer of pavers and car stops, Interstate Block acquires all of these products from Concrete Products rather than manufacturing the products itself. The record does not contain data, however, from which one can calculate what proportion of total orders manufactured each year by each company these "shared" orders represent. Of the approximately 400 customers of the two companies, only six are common to both companies.

When product is shipped between companies, an invoice is prepared which itemizes the products (and dollar values) that are being transferred between the facilities. A driver from the manufacturing facility will then deliver the product to the receiving facility. In order to avoid "deadheading," the companies also try to coordinate their efforts so that the driver may also pick up materials at the receiving facility that are needed back at the manufacturing facility. Although no money actually changes hands during these transactions, internal accounting adjustments are made on each company's records to account for these product transfers. Despite the coordination of production efforts, however, each company is autonomous and can function independently without the assistance of the other facility.

In addition to production, the companies also coordinate other aspects of their business relationship. For example, Interstate Block's President is in charge of sales for both companies. He conducts monthly meetings of sales representatives in Indianapolis that are attended by staffs from both companies. Interstate Block performs some purchasing functions for both companies, since the purchasing power of the two combined companies can result in cost savings that would not be available to the two companies separately. Since Interstate Block has a substantially larger facility, it also stores products for Concrete Products when necessary. As previously mentioned, production molds are shared and the molds are stored at the Indianapolis facility, and are delivered to Concrete Products on an as-needed basis.

Owner Gary Irvin is ultimately responsible for establishing employee wage rates and personnel policies for both companies. A single health insurance plan and the same 401(k) retirement plan are available to employees of both companies. Employees also receive the same

vacation benefits. The policies in an employee handbook were designed for Interstate Block employees, but according to Interstate Block's Vice President of Operations, they are also applied to the employees of Concrete Products. Further testimony indicates, however, that Concrete Products' employees may not be aware of this handbook and its policies, since there existed a different handbook for Concrete Products' employees prior to its purchase by Interstate Block, and the Interstate Block handbook has probably not been distributed to all Concrete Products' employees.

According to the Vice President of Operations, he generally makes hiring and firing decisions affecting production employees of both companies, and often these decisions are based upon recommendations received from the Production Superintendents of each plant.⁴ The Superintendents generally interview applicants for production positions and forward their recommendations to the Vice President. The Superintendents also possess independent authority to issue discipline to production employees less severe than termination. This includes the issuance of written warnings. An analysis of all written warnings issued prospective unit members of both companies since July 1, 2002, indicates that of 17 such disciplinary warnings issued, all but three (3) were authored by Interstate Block's Production Superintendent. One additional reprimand was issued by the Employer's Vice President of Operations, and another was issued by Concrete Products' Plant Superintendent. Lastly, one reprimand was issued by Interstate Block's Dispatcher. The Production Superintendents of both companies also possess the authority to approve vacation requests of their employees. The Vice President of Operations only becomes involved when a scheduling conflict arises.

Employee interchange among prospective unit members of the two companies is very limited. Of the total 47 production, yard, driver, mechanic and maintenance employees employed by both companies, only one employee (the maintenance man) regularly performs work at both plants. Otherwise, a prospective unit member's performance of work at a facility other than his own has been rare. In the winter of 2002, a production employee of Concrete Products worked at Interstate Block for several days to assist in performing maintenance work on production equipment. In 2003 the same employee repaired some electrical wiring in the office area of Interstate Block. This is the only record evidence of temporary interchange between prospective unit members. There is no evidence that any permanent transfers have occurred between companies.

Managerial and supervisory staff have also performed work at a facility other than their own. For example, the Plant Superintendent of Concrete Products assisted the production employee who repaired equipment at Interstate Block in the winter of 2002. That winter the Superintendent also assisted Interstate Block conduct a review of its inventory. Recently the Interstate Block Dispatcher substituted in the absence of a Dispatcher at Concrete Products, and after a new Dispatcher was hired there, he participated in his training.

Employee contact between the two groups is also limited. No contact occurs on a regular basis: not personal contact, contact by telephone, e-mail contact or otherwise. Upon occasion

⁴ Owner Gary Irvin, however, retains ultimate decision-making authority in respect to such matters.

the sole mechanic at Concrete Products travels to Interstate Block to obtain a part needed for a repair. The frequency with which this occurs is not known. No joint meetings between prospective unit members have ever occurred, and the record indicates that joint training (of forklift operators) has occurred once. As mentioned above, when product from one company is delivered to the other, limited contact may occur between the driver and the yardman who unloads his truck and/or other personnel. The two companies jointly sponsor a Christmas party for employees of both companies, at which attendance is voluntary, and employees might meet each other on this occasion. In addition, production employees of both companies have been invited to attend annual trade shows when the shows are located relatively close to Indiana, although the record indicates that few employees from each facility have actually attended such shows.

IV. ANALYSIS

A. The Single Facility Issue

The Petitioner seeks a unit consisting of production, yard and truck driver employees employed by Interstate Block, while the Employer contends that only a unit comprised of both its employees and employees of Concrete Products is appropriate, with the addition of mechanics.

The Board has consistently held that a single facility unit is presumptively appropriate unless it has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity. *See Cargill, Inc.*, 336 NLRB 1114 (2001); *New Britain Transportation Co.*, 330 NLRB 397 (1999); *Centurion Auto Transport*, 329 NLRB 394 (1999); *Kendall Co.*, 184 NLRB 847 (1970). The party seeking to rebut the presumption of a single facility unit must show that the day-to-day interests of the employees of one facility have merged with those of the other facility. *See Beckett Aviation Corporation*, 254 NLRB 88, 89 (1981). To determine whether the presumption has been rebutted, the Board examines such factors as the extent of centralized control over labor relations and daily operations; whether local management possesses substantial autonomy; the extent of employee interchange; the similarity of employee skills and functions; the geographic distance between plants; and the presence or absence of a bargaining history. *New Britain Transportation, Supra; Esco Corp.*, 298 NLRB 837 (1990). The Board has specifically noted that if employees from different facilities are not integrated, a multi-location unit is not appropriate. *See Albert Lea Cooperative Creamery Assn.*, 119 NLRB 817 (1957). In the case at hand, it is concluded that the evidence fails to rebut the presumption of the appropriateness of the single-facility unit.

The Employer seeks to join two groups of employees who work for different companies. Although a centralized control of labor relations exists for both groups of employees, it is insufficient to overcome the substantial local autonomy each company enjoys. In addition, each group of disputed employees shares separate direct supervision; the groups experience almost no interchange and little contact; they are separated by a significant geographic distance; and there is no history of collective-bargaining in the broader unit.

A centralized control of labor relations exists in the personage of the owner who approves wage levels at both companies, and retains ultimate authority over hiring and discharge decisions. Interstate Block's Vice President of Operations also plays a role in hiring and discharge decisions. Employees of both companies share certain common terms of employment such as a single health insurance plan, the same 401(k) retirement plan, and the same vacation benefits. Employees who occupy the same job classification at each company appear to perform similar functions and earn similar wages. The evidence is equivocal, however, concerning whether any of the policies contained in the Interstate Block employee handbook (other than vacation benefits) apply to Concrete Products' employees.

Despite these common cross-company elements, each company retains substantial local autonomy, and employees of each company have separate direct supervision. Each company maintains its own employee personnel files. Day-to-day operations of each production plant are managed by their respective Production/Plant Superintendents. The yardmen and truck drivers are also supervised by different Dispatchers. The mechanics of each company have different supervisors. More importantly, the record indicates that each facility's supervision possesses substantial independence affecting the work life of their employees. Both production Superintendents possess the authority to issue written and oral discipline, and records show that during the past two years virtually all written reprimands issued employees have been authored by the Superintendents. They also possess the authority to approve or disapprove employee vacation requests. Although no hiring has occurred in the production plant of Concrete Products during the past few years, applicants for production jobs at Interstate Block have been interviewed by its Production Superintendent, and on one occasion an applicant was interviewed only by the Superintendent and hired based solely upon his recommendation. Centralized control over personnel and labor relations is insufficient to rebut the single facility presumption where significant local autonomy over personnel matters exists. New Britain Transportation Co., Supra. Moreover, the Board has found that a local manager's role in conducting the initial screening of employment applicants and being consulted regarding discipline, is sufficient local control to counteract the impact of a centralized management of labor policies, Bowie Hall Trucking, 290 NLRB 41, 43 (1988).

The Board has also recognized that while the centralized control of labor relations is important in determining appropriate bargaining units, it is less important in determining whether employees share a community of interest than the employees' daily supervision. This is so because daily supervision has a more direct impact upon employees' work lives, and employees with different daily supervision may not necessarily share similar problems or concerns. Towne Ford Sales, 270 NLRB 311-312 (1984). Thus, the centralized administration of employment policies of the two companies is insufficient to overcome the local autonomy which underpins the single location presumption. See Rental Uniform Service, 330 NLRB 334 (1999); AVI Foodsystems, Inc., 328 NLRB 426 (1999).

An additional factor weighing against a multi-facility bargaining unit is the lack of functional integration between Interstate Block and Concrete Products. While coordination of production and cooperation exists between the two companies, coordination is not synonymous with functional integration. The two companies operate self-sufficient enterprises; maintain completely separate employee complements; and service a separate customer base for the most

part. Although they manufacture substantially similar products, each company is a self-contained entity and is not dependent upon the existence of the other company for its continued viability. One facility could close (either on a short-term or long-term basis) without interrupting or significantly affecting the other's operations.

Most importantly, however, there is virtually no employee interchange between prospective unit members who work for Interstate Block and Concrete Products. There is some managerial interchange, with Interstate Block's Vice President of Operations performing functions for both companies, and Interstate Block's President overseeing both sales staffs. However, there is no evidence that any permanent transfers of bargaining unit employees have occurred between the companies. In terms of temporary interchange, of the 47 potential members of the multi-facility unit, only one employee regularly performs work at both companies, and only one additional employee (employed by Concrete Products) has performed work at Interstate Block during the past two years.

Nor is there much interaction between potential unit members of the two companies. When truck drivers deliver product from one facility to another, they may briefly converse with the Dispatcher or other staff of the recipient facility to inform them of the shipment's arrival and to pick up the invoice for product which will be loaded for the return trip. The driver may also briefly converse with the yardmen who unload and load his truck. Beyond these limited interactions, there is little evidence of other employee interaction. Thus, there is no evidence that production employees of Interstate Block have any work-related interaction with employees of Concrete Products. The annual Christmas party and trade show afford limited opportunity for employees to become acquainted and develop any genuine camaraderie.

The substantial geographic separation between the facilities (66 miles) also militates against the multi-facility unit urged by the Employer. *See Cargill, Supra; New Britain Transportation, Supra.* Similarly, the absence of any collective-bargaining history in the multi-employer unit also disfavors the broader unit.

Since Interstate Block and Concrete Products are two distinct legal entities whose facilities enjoy substantial local autonomy and whose employees experience separate supervision; minimal employee interchange and interaction; are separated by a substantial distance; and have no history of collective-bargaining in the multi-employer unit, it is concluded that the preponderance of record evidence fails to rebut the presumption of the appropriateness of the single-facility unit sought by the Petitioner.

B. The Unit Placement of Mechanics

Under Section 9(b) of the Act, the Board has broad discretion to determine "the unit appropriate for the purposes of collective bargaining" in each case "in order to assure to employees the fullest freedom in exercising the rights guaranteed by the Act." NLRB v. Action Automotive, Inc., 469 U.S. 490, 494-97 (1985). The Board's discretion extends to selecting an appropriate unit from the range of units which may be appropriate in any given factual setting

and it need not choose the most appropriate unit. *See American Hospital Assn. v. NLRB*, 499 U.S. 606, 610 (1991); *P.J. Dick Contracting, Inc.*, 290 NLRB 150, 151 (1988). The Board will start its analysis with the petitioned unit and if that unit is found appropriate, then "the inquiry into the appropriate unit ends." *Overnight Transportation Co.*, 331 NLRB 662, 663 (2000).

In determining an appropriate unit, the ultimate question is whether the employees share a sufficient community of interest to warrant their joinder within one unit. *See Alois Box Co.*, 326 NLRB 1177 (1998); *Washington Palm, Inc.*, 314 NLRB 1122, 1127 (1994). In determining whether employees share such a community of interest, the Board weighs a variety of factors, including similarities in wages or method of compensation; similar hours of work; similar employment benefits; similar supervision; the degree of similar or dissimilar qualifications, training, and skills; similarities in job functions; the amount of working time spent away from the facility; the integration of work functions; the degree of interchange between employees as well as the degree of employee contact; and the history of bargaining. *See Action Automotive*, 469 U.S. at 494-97; *Kalamazoo Paper Box Corp.*, 136 NLRB 134, 137 (1962).

In addition, the Board generally attempts to select a unit that is the smallest appropriate unit encompassing the petitioned employee classifications. *Bartlett Collins Company*, 334 NLRB 484 (2001) and cases cited therein.

Since the mechanics of Interstate Block have separate supervision from members of the petitioned unit; work in a separate area of Plant 2; experience little contact and no interchange with unit members; possess different skills and perform different functions; and generally earn higher wages than unit members, it is concluded that the mechanics do not share a sufficient community of interest with members of the petitioned unit to require their inclusion in the unit.

Meager evidence was presented by the parties at hearing concerning the mechanic classification. While there is little evidence describing the minimum qualifications or duties performed by the mechanics, it is apparent that the mechanic position requires a set of skills different from those of the general employee population. Some forklift operators and truck drivers may perform minor repairs such as changing fluids in their vehicles or replacing a light bulb, but more complex problems are referred to the mechanics for their diagnostic and corrective expertise. Further, the extent of interaction between mechanics and other bargaining unit employees appears limited to employees' notifying mechanics of the nature of mechanical problems. These interactions are far from a daily occurrence: drivers' interactions with mechanics occur several times a week at most, and forklift operators contacting mechanics regarding the repair forklifts occur only every two to three months. Production and other employees may visit the garage more frequently to retrieve such items as tools, but there is little evidence of any interaction between the mechanics and employees during such visits. There is also no evidence of employee interchange between mechanics and other bargaining unit positions, whether on a temporary or permanent basis.⁵

⁵ Because a single-facility unit of Interstate Block employees is found to be appropriate herein, evidence of employee interchange between production employees and mechanics at

The additional skill required of mechanics is reflected in the higher wage range paid them (\$15.50 to \$17.50), which places them in the upper echelon of employees in the petitioned unit. Their wage is only comparable to that of the machine operator position. In contrast, other production employees earn an entry level wage of \$10.30 per hour; yardmen earn a maximum wage of \$14.50 per hour; and drivers earn a maximum of \$15.70 per hour.

Despite the limited record, it is apparent that the mechanics are not so integrated with members of the petitioned unit that their inclusion in the unit is required. To the contrary, the evidence indicates that the mechanics constitute an appropriate residual unit. Overnite Transportation Company, 322 NLRB 347 (1996); Taylor Bros., Inc., 230 NLRB 861, 866, 869-870 (1977). The mechanics are therefore excluded from the unit found appropriate herein.⁶

The Employer's reliance upon the Board's holding in Peterson/Puritan, Inc., 240 NLRB 1051 (1979), Carpenter Trucking, 266 NLRB 907 (1983), Queen City Transports, 141 NLRB 964 (1963), and Parrot Packing Co., 112 NLRB 1432 (1955), is misplaced. In Peterson/Puritan the Board held that 22 employees who were called "line mechanics" did not comprise an appropriate bargaining unit by themselves. Contrary to their title, the employees were not vehicular mechanics, as the mechanics in the present, but employees who worked on production lines daily alongside production workers, and who performed minor repairs and adjusted production line equipment. In the present case, the mechanics have only occasional interaction with drivers, limited interaction with forklift operators, and there is no evidence to indicate that the mechanics have any work-related interaction with the remaining unit employees.

In Carpenter Trucking, 266 NLRB 907 (1983), the mechanics and drivers shared common supervision; the drivers regularly assisted the mechanics in performing major repairs; and the mechanics would occasionally drive the dump and tank trucks that were in issue. None of these factors are present here. In Queen City Transports, 141 NLRB 964 (1963), the Trial Examiner recognized that the inclusion or exclusion of mechanics from a bargaining unit was a fact-sensitive issue, but in that case the Examiner focused almost solely on the integrated nature of the facility. While the work performed by the mechanics in the present case certainly plays a role in the work performed by other bargaining unit member, other characteristics distinguish them from unit members. In Parrot Packing Co., 112 NLRB 1432 (1955), the Board included mechanics in a unit with drivers and other production employees, but did not provide a sufficient factual basis for any useful comparison to the present case.

Concrete Products' facility is of no evidentiary value.

⁶ Because the mechanics are not included in the appropriate bargaining unit and are therefore ineligible to vote, it is not necessary to reach the issue raised by the Petitioner concerning whether the head mechanic is a supervisor within the meaning of Section 2(11) of the Act.

C. The Unit Placement of the Maintenance Employee

A single maintenance employee maintains and repairs production equipment for both companies. He records his work time at each facility via a time clock, and receives payment from both companies for services rendered. Neither party has assumed a position in respect to his unit placement. Times cards for the period of January 1, 2004 through July 10, 2004, show that with the exception of two weeks during which he was on vacation, the maintenance employee worked for Interstate Block an average of 32 hours per week. While performing work for Interstate Block he is directly supervised by the Production Superintendent who also supervises production employees. Although the record does not disclose the wage rate earned by the maintenance employee and the extent, if any, of contact or interchange with unit members, it is concluded that since he works for the Employer on a regular and substantial basis; shares supervision common to unit members; and performs work functionally integrated with the production process, he shall be included in the unit found appropriate herein.

V. DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned, among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Those in the unit who are in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are former unit employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by the Coal, Ice, Building Material, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Teamsters Local Union No. 716, a/w International Brotherhood of Teamsters, AFL-CIO.

VI. NOTICES OF ELECTION

Please be advised that the Board has adopted a rule requiring that election notices be posted by the Employer at least three working days prior to an election. If the Employer has not

received the notice of election at least five working days prior to the election date, please contact the Board Agent assigned to the case or the election clerk.

A party shall be estopped from objecting to the non-posting of notices if it is responsible for the non-posting. An employer shall be deemed to have received copies of the election notices unless it notifies the Regional office at least five working days prior to 12:01 a.m. of the day of the election that it has not received the notices. *See Club Demonstration Services*, 317 NLRB 349 (1995). Failure of the Employer to comply with these posting rules shall be grounds for setting aside the election whenever proper objections are filed.

VII. LIST OF VOTERS

To insure that all eligible voters have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is directed that 2 copies of an eligibility list containing the full names and addresses of all the eligible voters must be filed by the Employer with the undersigned within 7 days from the date of this Decision. *North Macon Health Care Facility*, 315 NLRB 359 (1994). The undersigned shall make this list available to all parties to the election. In order to be timely filed, such list must be received in Region 25's Office, Room 238, Minton-Capehart Federal Building, 575 North Pennsylvania Street, Indianapolis, Indiana 46204-1577, on or before **August 23, 2004**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

VIII. RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to

the Executive Secretary, 1099-14th Street. N.W., Washington, DC 20570. This request must be received by the Board in Washington by August 30, 2004.

SIGNED at Indianapolis, Indiana, this 16th day of August, 2004.

/s/ Rik Lineback

Rik Lineback
Regional Director
National Labor Relations Board
Region Twenty-five
Room 238, Minton-Capehart Building
575 North Pennsylvania Street
Indianapolis, Indiana 46204-1577

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